

**A SUBSTITUTE RESOLUTION BY THE FINANCE AND EXECUTIVE
COMMITTEE as AMENDED BY FULL COUNCIL**

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ATLANTA TO ENTER INTO AN INMATE AGREEMENT WITH THE SOUTH FULTON MUNICIPAL REGIONAL JAIL AUTHORITY (THE "AUTHORITY") FOR THE PURPOSE OF HOUSING PERSONS CHARGED WITH OR SENTENCED FOR A VIOLATION OF THE CITY OF ATLANTA CODE OF ORDINANCES IN THE FACILITY OPERATED BY THE AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta currently operates the Atlanta Detention Center where it houses persons charged with or sentenced for violations of the City of Atlanta Code of Ordinances; and

WHEREAS, the City has determined that it is in the best interest of the citizens of the City to drastically reduce or terminate operations at the Atlanta Detention Center; and

WHEREAS, in order to provide for the care of persons charged with or sentenced for a violation of the City of Atlanta Code of Ordinances, the City desires to enter into a contract with another governmental entity for the provision of the inmate housing services; and

WHEREAS, the South Fulton Municipal Regional Jail Authority (the "Authority") operates a regional jail for the detention and care of incarcerated persons and has space within its facility to house persons charged with or sentenced for a violation of the City of Atlanta Code of Ordinances; and

WHEREAS, the City now desires to enter into an Inmate Agreement in substantially the form attached hereto as Exhibit "A" for the purpose of housing persons in the facility operated by the Authority;

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute an Inmate Agreement with the South Fulton Municipal Regional Jail Authority for the provision of housing services by the Authority. The Inmate Agreement shall be in substantially the form attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED, That any final agreement that may result from this resolution and is different in any form than the attached agreement would have to be approved by the Atlanta City Council and signed by the Mayor before enacted.

BE IT FURTHER RESOLVED, that the Inmate Agreement will not become binding upon the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to the Authority.

INMATE AGREEMENT

This agreement entered into this _____ day of _____, 20____, by and between the South Fulton Municipal Regional Jail Authority and the City of Atlanta, Georgia for the placement of inmates in the South Fulton Municipal Regional Jail Facility in Union City, Fulton County, Georgia.

WITNESSETH

ARTICLE I. Purpose

- A. Purpose. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an agreement between the South Fulton Municipal Regional Jail Authority, hereinafter the "Jail Authority", and the City of Atlanta, Georgia, hereinafter the "Confining Jurisdiction", for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the South Fulton Municipal Regional Jail Facility, hereinafter the "Jail Facility". The term "Parties" is used in this Agreement to refer jointly to the Jail Authority and the Confining Jurisdiction.
- B. Responsibilities. This Agreement sets forth the responsibilities of the Jail Authority and the Confining Jurisdiction. The Agreement states the services the Jail Authority shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.
- C. Guidance. The Parties will determine the inmate day rate annually on or before the anniversary of this Agreement. As of the execution of this Agreement, the inmate day rate shall be \$50 per day, which shall include onsite medical care but shall not include expenses related to off site medical care.

ARTICLE II. General

- A. Funding. The obligation of the Confining Jurisdiction to make payments to the Jail Authority is absolute. The Confining Jurisdiction will neither present inmates to the Jail Authority nor direct performance of any other services until the Confining Jurisdiction has the appropriate funding.
- B. Consistent with Law. Any provision of this Agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

ARTICLE III. Covered Services

- A. Bed Space. The Jail Authority shall provide male/female beds in the Jail Facility for up to 225 inmates of the Confining Jurisdiction. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph C of this Article.
- B. Basic needs. The Jail Authority shall provide adult detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Jail Authority shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. If the Jail Authority determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the Jail Authority shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the Jail Authority. The types and levels of services shall be those the Jail Authority routinely affords to other inmates.
- C. Unit of service and financial liability. The unit of service will be "inmate day" (one person per day). The inmate day begins on the date of arrival. The Jail Authority may bill the Confining Jurisdiction for the date of arrival but not the day of departure. For example: If an inmate is brought in at 1900 Sunday and is released at 0700 on Monday, the Jail Authority may bill for one (1) inmate day. If an inmate is brought in at 0100 Sunday, and released at 2359 Monday, the Jail Authority may bill for only one (1) inmate day. The Confining Jurisdiction shall be responsible to pay for only those beds actually occupied.
- D. Interpretive services. The Jail Authority shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will reimburse the Jail Authority for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the Jail Authority in obtaining translation services. The Jail Authority shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read. The Jail Authority shall include the amount that the Jail Authority paid for such services on their regular monthly invoice; provided that the costs of such services shall be separately stated on the monthly invoice.

ARTICLE IV. Receiving and Discharging Inmates

- A. Required activity. The Jail Authority shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The Jail Authority shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. The Confining Jurisdiction shall furnish the Jail Authority with reasonable notice of receiving or discharging inmates. The Jail Authority shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The Jail Authority shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction Officers.
- B. Restricted release of inmates. The Jail Authority shall not release Confining Jurisdiction

inmates from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of *habeas corpus*. If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The Jail Authority shall contact the Confining Jurisdiction immediately regarding any such requests.

C. Jail Authority right of refusal. The Jail Authority retains final and absolute right either to refuse acceptance, or request removal, of any inmate exhibiting violent or disruptive behavior, or of any inmate found to have a medical condition that requires medical care beyond the scope of the Jail Authority's health provider. In the case of an inmate already in custody, the Jail Authority shall notify the Confining Jurisdiction and request such removals, and shall allow the Confining Jurisdiction reasonable time to make alternative arrangements for, and to remove, the inmate. For purposes of this paragraph, "reasonable time" shall not exceed twenty-four (24) hours.

D. Emergency evacuation. In the even of an emergency requiring evacuation of the Jail Facility, the Jail Authority shall evacuate the Confining Jurisdiction's inmates in the same manner, and with the same safeguards, as it employs for all persons detained by the Jail Authority. The Jail Authority shall notify the Confining Jurisdiction within a reasonable time of such evacuation.

ARTICLE V. Minimum Service Standards

The Jail Authority shall:

A. House the Confining Jurisdiction's inmates in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.

B. Provide guard personnel to ensure that there is a twenty-four (24) hour visual supervision of inmates when housed in a dormitory-type setting. The Jail Authority shall visually and physically check inmates in individual cells at least hourly.

C. Segregate inmates in custody by gender and by risk of violence to other inmates.

D. Provide a mattress, with a mattress cover, and when appropriate, a blanket to each inmate held overnight.

E. Provide a minimum of three nutritionally balanced meals in each twenty-four (24) hour period for each inmate. These meals shall provide a total of at least 2,400 calories per twenty-four (24) hours. There will be no more than fourteen (14) hours or fewer than four (4) hours between meals.

F. The Jail Authority will provide a minimum of two (2) hot meals in this twenty-four (24) hour period.

G. Provide medical services as described in Article VI below.

H. Provide a mechanism for confidential communication between the Confining Jurisdiction's inmates and the Confining Jurisdiction officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic, or written means, and shall ensure the confidentiality of the issue and the individual inmate.

I. Afford the Confining Jurisdiction's inmates, indigent or not, reasonable access to public telephones for contact with attorneys, the courts, family members and representatives of *pro bono* organizations.

J. Permit the Confining Jurisdiction's inmate's reasonable access to presentations by legal rights groups consistent with good security and order.

K. Afford each Confining Jurisdiction inmate with reasonable access to legal materials for his or her case. The Confining Jurisdiction will provide the required materials. The Jail Authority will provide space to accommodate legal materials at no additional cost to the Confining Jurisdiction. (Note: The Confining Jurisdiction may waive this requirement where the average length of detention is 30 days or less.)

L. Afford the Confining Jurisdiction inmates reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of *pro bono* organizations.

M. Provide the Confining Jurisdiction's inmates with access to recreational programs and activities to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

ARTICLE VI. Medical Services

A. Auspices of Health Authority. The Jail Authority shall provide the Confining Jurisdiction's inmates with onsite health care services. The Jail Authority shall ensure equipment, supplies, and materials, are furnished to deliver health care on site.

B. Level of Professionalism. The Jail Authority shall ensure that all health care service providers utilized for the Confining Jurisdiction's inmates hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Jail Authority shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. Healthcare or health trained personnel may perform screenings.

C. Access to health care. The Jail Authority shall ensure that onsite medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, Seven (7) days per week. The Jail Authority shall ensure that its employees solicit each inmate for health complaints and deliver the complaints in writing to the medical and health care staff. The Jail Authority shall furnish the inmates instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.

D. On site health care. The Jail Authority shall furnish onsite health care under this Agreement. The Jail Authority shall not charge any Confining Jurisdiction inmate an additional fee or co-payment for medical services or treatment provided at the Jail Facility. The Jail Authority shall ensure that the Confining Jurisdiction's inmates receive no lower level of onsite medical care and services than those it provides to other inmates. Onsite health care services shall include arrival screening within twenty-four (24) hours of arrival at the Jail Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g., lacerations, sprains, contusions), treatment of special needs and mental health assessments. Inmates with chronic conditions shall receive prescribed treatment and follow-up care. Health care received off-site shall be borne by the Confining Jurisdiction. The Jail Authority shall notify the Confining Jurisdiction when an inmate is in need on non-emergency off site health care. The Confining Jurisdiction shall be given the option of retrieving the inmate and arranging for the provision of non-emergency off site healthcare. If the Jail Authority arranges for any non-emergency off site healthcare, such off-site health care shall be separately invoiced to the Confining Jurisdiction in addition to the inmate day rate.

E. Arrival screening. Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical).

F. Unacceptable medical conditions. If the Jail Authority determines that a Confining Jurisdiction inmate has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Jail Authority shall notify the Confining Jurisdiction. Upon such notification the Jail Authority shall allow the Confining Jurisdiction reasonable time to make the proper arrangements for, and removal of, that inmate. For the purposes of this paragraph, "reasonable time" shall not exceed twenty-four (24) hours.

G. Emergency medical care. The Jail Authority shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the Jail Authority shall obtain the medical treatment required to preserve the inmate's health. In all instances where the Jail Authority deems practical, in its sole discretion, the Jail Authority shall transport inmates to Grady Memorial Hospital for emergency care. The Jail Authority shall have access to an off-site emergency medical provider at all times. The Jail Authority shall notify the Confining Jurisdiction as soon as possible, after inmate receipt of such care. The Jail Authority will obtain pre-authorization from the Confining Jurisdiction for service(s) beyond the initial emergency situation.

H. Off-site guards. The Jail Authority shall, for an additional charge to the Confining Jurisdiction, provide guards during the initial eight (8) hours inmates are admitted to an outside medical facility. If negotiated with the Confining Jurisdiction, the Jail Authority shall provide guards beyond the

initial eight (8) hour period, at the regular hourly rate of those guards. Absent such an arrangement, the Confining Jurisdiction will be responsible for providing the guards at the end of the initial eight (8) hour period. The Jail Authority shall not, however, remove its guards until the Confining Jurisdiction personnel relieve them. The Jail Authority shall submit a separate invoice for guard services for the initial eight (8) hours with its regular monthly billing.

ARTICLE VII. Period of Performance.

This Agreement shall remain in effect for one (1) year, unless an emergency situation requires the immediate relocation of inmates, or the Parties agree to a shorter period under the procedures prescribed in Article IX. This Agreement shall be renewed automatically for an additional one (1) year term unless either party provides written notice of termination at least sixty (60) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement.

ARTICLE VIII. Inspection

A. Jail Agreement Inspection Report. The Jail Authority shall allow the Confining Jurisdiction to conduct inspections of the Jail Facility, as required, to ensure an acceptable level of service and acceptable conditions of confinement as determined by the Confining Jurisdiction. Notice to the Jail Authority is required prior to an inspection. The Confining Jurisdiction will share findings of the inspection with the Jail Authority to promote improvements to facility operation, conditions of confinement, and level of service.

B. Possible termination. If the Jail Authority fails to remedy deficient services the Confining Jurisdiction identifies through inspection, the Confining Jurisdiction may terminate this Agreement without regard to the provisions of Articles VII and IX.

C. Share findings. The Jail Authority shall provide the Confining Jurisdiction copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

ARTICLE IX. Modifications and Disputes

A. Modifications. Actions other than those designated in this Agreement will not bind or incur liability on the behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only

after the Confining Jurisdiction and the authorized signatory of the Jail Authority have approved it in writing.

B. Disputes. The Confining Jurisdiction and the authorized signatory of the Jail Authority are parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the Confining Jurisdiction and the authorized signatory of the Jail Authority.

ARTICLE X. Adjusting the Inmate Day Rate.

The Confining Jurisdiction shall reimburse the Jail Authority at the inmate day rate provided in Article I of this document. The Parties may adjust that rate twelve (12) months after the date of signing, and every twelve (12) months thereafter. Such adjustments shall be effective on the first day of the month following execution of the modification.

ARTICLE XI. Enrollment, Invoicing, and Payment

A. Invoicing. The Jail Authority shall submit an original itemized invoice containing the following information: the name and address of the Jail Facility, the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Jail Authority shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

Phone: _____

Fax: _____

B. Payment. The Confining Jurisdiction will remit funds to the Jail Authority on or before the 30th calendar day after the Jail Authority submits a complete invoice. The date the Jail Authority actually receives the funds shall constitute the payment date. The Confining Jurisdiction shall pay interest on overdue payments to the Jail Authority at the rate of 1% per month or any fraction thereof.

ARTICLE XII. Hold Harmless and Indemnification Provisions.

A. Jail Authority held harmless. The Confining Jurisdiction shall save and hold the Jail Authority harmless, and indemnify the Jail Authority against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees.

B. Defense of suit. In the event an inmate files suit against the Jail Authority contesting the legality of the inmate's incarceration and/or for any reason, the Confining Jurisdiction shall request that the Confining Jurisdiction's District Attorney or Solicitor General, as appropriate, move either to have the jail Authority dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall request that the Confining Jurisdiction's District Attorney or Solicitor General be responsible for the defense of any suit on these grounds.

C. Confining Jurisdiction recovery right. The Jail Authority shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the Jail Authority shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction in obtaining recovery.

ARTICLE XIII. Financial Records

A. Retention of records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Jail Authority for at least three years for the purposes of examinations and audit. The 3-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

B. Access to records. The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the Jail Authority.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

SOUTH FULTON MUNICIPAL
REGIONAL JAIL AUTHORITY

BY: _____
J. Clark Boddie, Chairman

(SEAL)

Attest:

Patsy Williford, Secretary

BY: _____

(SEAL)

Attest:

BY: _____

(SEAL)

Attest:

RCS# 416
7/06/10
2:24 PM

Atlanta City Council

REGULAR SESSION

10-R-1153

ENTER INMATE AGREE.W/SOUTH FULTON
MUNICIPAL REGIONAL JAIL AUTHORITY
REFER FINANCE

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 2

Y Smith	Y Archibong	Y Moore	B Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	B Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

10-R-1153

RCS# 415
7/06/10
2:23 PM

Atlanta City Council

REGULAR SESSION

10-R-1153

ENTER INMATE AGREE.W/SOUTH FULTON
MUNICIPAL REGIONAL JAIL AUTHORITY
REMOVE FR.TABLE

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 2

Y Smith	Y Archibong	Y Moore	B Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	B Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

10-R-1153

RCS# 353
6/21/10
6:45 PM

Atlanta City Council

REGULAR SESSION

10-R-1153 AUTH.MAYOR TO ENTER INMATE AGREE.W/SOUTH
 FULTON REGIONAL JAIL AUTHORITY
 TABLE

YEAS: 9
NAYS: 5
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 1
ABSENT 0

N Smith	Y Archibong	Y Moore	Y Bond
Y Hall	N Wan	Y Martin	Y Watson
N Young	N Shook	Y Bottoms	E Willis
N Winslow	Y Adrean	Y Sheperd	NV Mitchell

RCS# 352
6/21/10
6:29 PM

Atlanta City Council

REGULAR SESSION

10-R-1153 AUTH.MAYOR TO ENTER INMATE AGREE.W/SOUTH
 FULTON REGIONAL JAIL AUTHORITY
 AMEND1/BOND1

YEAS: 13
NAYS: 1
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 1
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	N Shook	Y Bottoms	E Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

10-R-1153

COUNCIL FLOOR AMENDMENT FORM

REVISED

COUNCIL MEMBER: MJBOND DATE: 6/21/10,

ORDINANCE I.D. #: _____ RESOLUTION I.D. #: 10-R-1153

PAGE #: _____ SECTION: _____

PARAGRAPH: _____ LINE: _____

CAPTIONS: Blue Back ☐ Legislation ☐ Other Insert where appropriate

AMENDMENT:

"That any final agreement that may result from this resolution and is different in any form than the attached agreement would have to be approved by the Atlanta City Council and signed by the Mayor before enacted."

mg
turn

CONDITION FOR APPROVAL FORM
(TO ACCOMPANY LEGISLATION)

COMMITTEE: Finance/Executive DATE: _____

ORDINANCE # _____ RESOLUTION # 10-R-1153

REQUESTED BY: Committee

DIRECTED TO: Administration

NATURE OF CONDITION FOR APPROVAL:

Provide detailed financial analysis + a monitoring
mechanism to show that the process is working
Also have corrections dept provide assessment information

WHEN IS THIS INFORMATION DUE, AND TO WHOM?

Council before 6/21/10 meeting

WILL THIS RESULT IN AN AMENDMENT TO THE LEGISLATION?

YES () NO ()

WILL THIS RESULT IN A SUBSTITUTE TO THE LEGISLATION?

YES () NO ()

HAS THIS INFORMATION BEEN RECEIVED? YES () NO ()

DATE OF RECEIPT: _____

**A RESOLUTION BY THE
FINANCE AND EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ATLANTA TO ENTER INTO AN INMATE AGREEMENT WITH THE SOUTH FULTON MUNICIPAL REGIONAL JAIL AUTHORITY (THE “AUTHORITY”) FOR THE PURPOSE OF HOUSING PERSONS CHARGED WITH OR SENTENCED FOR A VIOLATION OF THE CITY OF ATLANTA CODE OF ORDINANCES IN THE FACILITY OPERATED BY THE AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta currently operates the Atlanta Detention Center where it houses persons charged with or sentenced for violations of the City of Atlanta Code of Ordinances; and

WHEREAS, the City has determined that it is in the best interest of the citizens of the City to drastically reduce or terminate operations at the Atlanta Detention Center; and

WHEREAS, in order to provide for the care of persons charged with or sentenced for a violation of the City of Atlanta Code of Ordinances, the City desires to enter into a contract with another governmental entity for the provision of the inmate housing services; and

WHEREAS, the South Fulton Municipal Regional Jail Authority (the “Authority”) operates a regional jail for the detention and care of incarcerated persons and has space within its facility to house persons charged with or sentenced for a violation of the City of Atlanta Code of Ordinances; and

WHEREAS, the City now desires to enter into an Inmate Agreement in substantially the form attached hereto as Exhibit “A” for the purpose of housing persons in the facility operated by the Authority;

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute an Inmate Agreement with the South Fulton Municipal Regional Jail Authority for the provision of housing services by the Authority. The Inmate Agreement shall be in substantially the form attached hereto as Exhibit “A”.

BE IT FURTHER RESOLVED, that the Inmate Agreement will not become binding upon the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to the Authority.

INMATE AGREEMENT

This agreement entered into this _____ day of _____, 20____, by and between the South Fulton Municipal Regional Jail Authority and _____ for the placement of inmates in the South Fulton Municipal Regional Jail Facility in Union City, Fulton County, Georgia.

WITNESSETH

ARTICLE I. **Purpose**

- A. Purpose. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an agreement between the South Fulton Municipal Regional Jail Authority, hereinafter the "Jail Authority", and _____, hereinafter the "Confining Jurisdiction", for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the South Fulton Municipal Regional Jail Facility, hereinafter the "Jail Facility". The term "Parties" is used in this Agreement to refer jointly to the Jail Authority and the Confining Jurisdiction.
- B. Responsibilities. This Agreement sets forth the responsibilities of the Jail Authority and the Confining Jurisdiction. The Agreement states the services the Jail Authority shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.
- C. Guidance. The Parties will determine the inmate day rate annually on or before the anniversary of this Agreement. As of the execution of this Agreement, the inmate day rate shall be _____ plus medical expenses.

ARTICLE II. **General**

- A. Funding. The obligation of the Confining Jurisdiction to make payments to the Jail Authority is absolute. The Confining Jurisdiction will neither present inmates to the Jail Authority nor direct performance of any other services until the Confining Jurisdiction has the appropriate funding.
- B. Consistent with Law. Any provision of this Agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

ARTICLE III. **Covered Services**

- A. Bed Space. The Jail Authority shall provide male/female beds in the Jail Facility on a space

available basis. The Jail Authority shall house all inmates in the same unit. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph C of this Article.

B. Basic needs. The Jail Authority shall provide adult detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Jail Authority shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. If the Jail Authority determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the Jail Authority shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the Jail Authority. The types and levels of services shall be those the Jail Authority routinely affords to other inmates.

C. Unit of service and financial liability. The unit of service will be "inmate day" (one person per day). The inmate day begins on the date of arrival. The Jail Authority may bill the Confining Jurisdiction for the date of arrival but not the day of departure. For example: If an inmate is brought in at 1900 Sunday and is released at 0700 on Monday, the Jail Authority may bill for one (1) inmate day. If an inmate is brought in at 0100 Sunday, and released at 2359 Monday, the Jail Authority may bill for only one (1) inmate day. The Confining Jurisdiction shall be responsible to pay for only those beds actually occupied.

D. Interpretive services. The Jail Authority shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will reimburse the Jail Authority for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the Jail Authority in obtaining translation services. The Jail Authority shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read. The Jail Authority shall include the amount that the Jail Authority paid for such services on their regular monthly invoice.

ARTICLE IV. **Receiving and Discharging Inmates**

A. Required activity. The Jail Authority shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The Jail Authority shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. The Confining Jurisdiction shall furnish the Jail Authority with reasonable notice of receiving or discharging inmates. The Jail Authority shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The Jail Authority shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction Officers.

B. Restricted release of inmates. The Jail Authority shall not release Confining Jurisdiction

inmates from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of *habeas corpus*. If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The Jail Authority shall contact the Confining Jurisdiction immediately regarding any such requests.

C. Jail Authority right of refusal. The Jail Authority retains final and absolute right either to refuse acceptance, or request removal, of any inmate exhibiting violent or disruptive behavior, or of any inmate found to have a medical condition that requires medical care beyond the scope of the Jail Authority's health provider. In the case of an inmate already in custody, the Jail Authority shall notify the Confining Jurisdiction and request such removals, and shall allow the Confining Jurisdiction reasonable time to make alternative arrangements for, and to remove, the inmate. For purposes of this paragraph, "reasonable time" shall not exceed twenty-four (24) hours.

D. Emergency evacuation. In the even of an emergency requiring evacuation of the Jail Facility, the Jail Authority shall evacuate the Confining Jurisdiction's inmates in the same manner, and with the same safeguards, as it employs for all persons detained by the Jail Authority. The Jail Authority shall notify the Confining Jurisdiction within a reasonable time of such evacuation.

ARTICLE V. **Minimum Service Standards**

The Jail Authority shall:

- A. House the Confining Jurisdiction's inmates in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.
- B. Provide guard personnel to ensure that there is a twenty-four (24) hour visual supervision of inmates when housed in a dormitory-type setting. The Jail Authority shall visually and physically check inmates in individual cells at least hourly.
- C. Segregate inmates in custody by gender and by risk of violence to other inmates.
- D. Provide a mattress, with a mattress cover, and when appropriate, a blanket to each inmate held overnight.
- E. Provide a minimum of three nutritionally balanced meals in each twenty-four (24) hour period for each inmate. These meals shall provide a total of at least 2,400 calories per twenty-four (24) hours. There will be no more than fourteen (14) hours or fewer than four (4) hours between meals.

F. The Jail Authority will provide a minimum of two (2) hot meals in this twenty-four (24) hour period.

G. Provide medical services as described in Article VI below.

H. Provide a mechanism for confidential communication between the Confining Jurisdiction's inmates and the Confining Jurisdiction officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic, or written means, and shall ensure the confidentiality of the issue and the individual inmate.

I. Afford the Confining Jurisdiction's inmates, indigent or not, reasonable access to public telephones for contact with attorneys, the courts, family members and representatives of *pro bono* organizations.

J. Permit the Confining Jurisdiction's inmate's reasonable access to presentations by legal rights groups consistent with good security and order.

K. Afford each Confining Jurisdiction inmate with reasonable access to legal materials for his or her case. The Confining Jurisdiction will provide the required materials. The Jail Authority will provide space to accommodate legal materials at no additional cost to the Confining Jurisdiction. (Note: The Confining Jurisdiction may waive this requirement where the average length of detention is 30 days or less.)

L. Afford the Confining Jurisdiction inmates reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of *pro bono* organizations.

M. Provide the Confining Jurisdiction's inmates with access to recreational programs and activities to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

ARTICLE VI. **Medical Services**

A. Auspices of Health Authority. The Jail Authority shall provide the Confining Jurisdiction's inmates with onsite health care services. The Jail Authority shall ensure equipment, supplies, and materials, are furnished to deliver health care on site.

B. Level of Professionalism. The Jail Authority shall ensure that all health care service providers utilized for the Confining Jurisdiction's inmates hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Jail Authority shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. Healthcare or health trained personnel may perform screenings.

C. Access to health care. The Jail Authority shall ensure that onsite medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, Seven (7) days per week. The Jail Authority shall ensure that its employees solicit each inmate for health complaints and deliver the complaints in writing to the medical and health care staff. The Jail Authority shall furnish the inmates instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.

D. On site health care. The Jail Authority shall furnish onsite health care under this Agreement. The Jail Authority shall not charge any Confining Jurisdiction inmate an additional fee or co-payment for medical services or treatment provided at the Jail Facility. The Jail Authority shall ensure that the Confining Jurisdiction's inmates receive no lower level of onsite medical care and services than those it provides to other inmates. Onsite health care services shall include arrival screening within twenty-four (24) hours of arrival at the Jail Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g., lacerations, sprains, contusions), treatment of special needs and mental health assessments. Inmates with chronic conditions shall receive prescribed treatment and follow-up care. Health care received off-site shall be borne by the Confining Jurisdiction. Off-site health care shall be invoiced to the Confining Jurisdiction in addition to the inmate day rate.

E. Arrival screening. Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical).

F. Unacceptable medical conditions. If the Jail Authority determines that a Confining Jurisdiction inmate has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Jail Authority shall notify the Confining Jurisdiction. Upon such notification the Jail Authority shall allow the Confining Jurisdiction reasonable time to make the proper arrangements for, and removal of, that inmate. For the purposes of this paragraph, "reasonable time" shall not exceed twenty-four (24) hours.

G. Emergency medical care. The Jail Authority shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the Jail Authority shall obtain the medical treatment required to preserve the inmate's health. The Jail Authority shall have access to an off-site emergency medical provider at all times. The Jail Authority shall notify the Confining Jurisdiction as soon as possible, after inmate receipt of such care. The Jail Authority will obtain pre-authorization from the Confining Jurisdiction for service(s) beyond the initial emergency situation.

H. Off-site guards. The Jail Authority shall, for an additional charge to the Confining Jurisdiction, provide guards during the initial eight (8) hours inmates are admitted to an outside medical facility. If negotiated with the Confining Jurisdiction, the Jail Authority shall provide guards beyond the

initial eight (8) hour period, at the regular hourly rate of those guards. Absent such an arrangement, the Confining Jurisdiction will be responsible for providing the guards at the end of the initial eight (8) hour period. The Jail Authority shall not, however, remove its guards until the Confining Jurisdiction personnel relieve them. The Jail Authority shall submit a separate invoice for guard services for the initial eight (8) hours with its regular monthly billing.

ARTICLE VII. Period of Performance.

This Agreement shall remain in effect for one (1) year, unless an emergency situation requires the immediate relocation of inmates, or the Parties agree to a shorter period under the procedures prescribed in Article IX. This Agreement shall be renewed automatically for an additional one (1) year term unless either party provides written notice of termination at least sixty (60) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement.

ARTICLE VIII. Inspection

A. Jail Agreement Inspection Report. The Jail Authority shall allow the Confining Jurisdiction to conduct inspections of the Jail Facility, as required, to ensure an acceptable level of service and acceptable conditions of confinement as determined by the Confining Jurisdiction. Notice to the Jail Authority is required prior to an inspection. The Confining Jurisdiction will share findings of the inspection with the Jail Authority to promote improvements to facility operation, conditions of confinement, and level of service.

B. Possible termination. If the Jail Authority fails to remedy deficient services the Confining Jurisdiction identifies through inspection, the Confining Jurisdiction may terminate this Agreement without regard to the provisions of Articles VII and IX.

C. Share findings. The Jail Authority shall provide the Confining Jurisdiction copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

ARTICLE IX. Modifications and Disputes

A. Modifications. Actions other than those designated in this Agreement will not bind or incur liability on the behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the Jail Authority have approved it in writing.

B. Disputes. The Confining Jurisdiction and the authorized signatory of the Jail Authority are parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of

disputes shall be memorialized in a written modification between the Confining Jurisdiction and the authorized signatory of the Jail Authority.

ARTICLE X. **Adjusting the Inmate Day Rate.**

The Confining Jurisdiction shall reimburse the Jail Authority at the inmate day rate provided in Article I of this document. The Parties may adjust that rate twelve (12) months after the date of signing, and every twelve (12) months thereafter. Such adjustments shall be effective on the first day of the month following execution of the modification.

ARTICLE XI. **Enrollment, Invoicing, and Payment**

A. Invoicing. The Jail Authority shall submit an original itemized invoice containing the following information: the name and address of the Jail Facility, the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Jail Authority shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

Phone: _____

Fax: _____

B. Payment. The Confining Jurisdiction will remit funds to the Jail Authority on or before the 30th calendar day after the Jail Authority submits a complete invoice. The date the Jail Authority actually receives the funds shall constitute the payment date. The Confining Jurisdiction shall pay interest on overdue payments to the Jail Authority at the rate of 1% per month or any fraction thereof.

ARTICLE XII. **Hold Harmless and Indemnification Provisions.**

A. Jail Authority held harmless. The Confining Jurisdiction shall save and hold the Jail Authority harmless, and indemnify the Jail Authority against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees.

B. Defense of suit. In the event an inmate files suit against the Jail Authority contesting the legality of the inmate's incarceration and/or for any reason, the Confining Jurisdiction shall request that the Confining Jurisdiction's District Attorney or Solicitor General, as appropriate, move either to have the jail Authority dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall request that the Confining Jurisdiction's District Attorney or Solicitor General be responsible for the defense of any suit on these grounds.

C. Confining Jurisdiction recovery right. The Jail Authority shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the Jail Authority shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction in obtaining recovery.

ARTICLE XIII. **Financial Records**

A. Retention of records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Jail Authority for at least three years for the purposes of examinations and audit. The 3-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

B. Access to records. The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the Jail Authority.

• • • •

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

SOUTH FULTON MUNICIPAL
REGIONAL JAIL AUTHORITY

BY: _____
J. Clark Boddie, Chairman

(SEAL)

Attest:

Patsy Williford, Secretary

BY: _____

(SEAL)

Attest:

BY: _____

(SEAL)

Attest:

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Finance/ Executive Committee

Caption: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ATLANTA TO ENTER INTO AN INMATE AGREEMENT WITH THE SOUTH FULTON MUNICIPAL REGIONAL JAIL AUTHORITY (THE "AUTHORITY") FOR THE PURPOSE OF HOUSING PERSONS CHARGED WITH OR SENTENCED FOR A VIOLATION OF THE CITY OF ATLANTA CODE OF ORDINANCES IN THE FACILITY OPERATED BY THE AUTHORITY; AND FOR OTHER PURPOSES.

Council Meeting Date: June 21, 2010

Requesting Dept.: Department of Law

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to authorize the Mayor to execute an agreement with the South Fulton Municipal Regional Jail Authority to house inmates.

2. Please provide background information regarding this legislation.

The City has determined that it is in the best interest of the City to drastically reduce or terminate operations at the Atlanta Detention Center. In order to provide for the care of persons charged with or sentenced for a violation of the City of Atlanta Code of Ordinances, the City desires to enter into a contract with the South Fulton Regional Jail Authority for the provision of the inmate housing services.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Inmate Agreement

(b) **Source Selection:** NA

(c) **Bids/Proposals Due:** NA

(d) **Invitations Issued:** NA

(e) **Number of Bids:** NA

(f) **Proposals Received:** NA

(g) **Bidders/Proponents:** NA

(h) **Term of Contract:** NA

4. **Fund Account Center:** NA

5. **Source of Funds:**

6. **Fiscal Impact:**

7. **Method of Cost Recovery:**

This Legislative Request Form Was Prepared By: Simone Brathwaite

. . .

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: ___ Claire Coleman/ Simone Brathwaite ___

Contact Number: _____ 404-330-6403/ 404-330-6310 _____

Originating Department: ___ Department of Law _____

Committee(s) of Purview: ___ Finance/ Executive _____

Chief of Staff Deadline: ___ May 25, 2010 _____

Anticipated Committee Meeting Date(s): ___ June 16, 2010 _____

Anticipated Full Council Date: ___ June 21, 2010 _____

Legislative Counsel's Signature: _____

Commissioner Signature: _____

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ATLANTA TO ENTER INTO AN INMATE AGREEMENT WITH THE SOUTH FULTON MUNICIPAL REGIONAL JAIL AUTHORITY (THE "AUTHORITY") FOR THE PURPOSE OF HOUSING PERSONS CHARGED WITH OR SENTENCED FOR A VIOLATION OF THE CITY OF ATLANTA CODE OF ORDINANCES IN THE FACILITY OPERATED BY THE AUTHORITY; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): \$

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 6-4-10 [Signature] Reviewed by: [Signature]
(date) (date)

Submitted to Council: _____
(date)

**A SUBSTITUTE RESOLUTION BY THE
FINANCE AND EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ATLANTA TO ENTER INTO AN INMATE AGREEMENT WITH THE SOUTH FULTON MUNICIPAL REGIONAL JAIL AUTHORITY (THE "AUTHORITY") FOR THE PURPOSE OF HOUSING PERSONS CHARGED WITH OR SENTENCED FOR A VIOLATION OF THE CITY OF ATLANTA CODE OF ORDINANCES IN THE FACILITY OPERATED BY THE AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta currently operates the Atlanta Detention Center where it houses persons charged with or sentenced for violations of the City of Atlanta Code of Ordinances; and

WHEREAS, the City has determined that it is in the best interest of the citizens of the City to drastically reduce or terminate operations at the Atlanta Detention Center; and

WHEREAS, in order to provide for the care of persons charged with or sentenced for a violation of the City of Atlanta Code of Ordinances, the City desires to enter into a contract with another governmental entity for the provision of the inmate housing services; and

WHEREAS, the South Fulton Municipal Regional Jail Authority (the "Authority") operates a regional jail for the detention and care of incarcerated persons and has space within its facility to house persons charged with or sentenced for a violation of the City of Atlanta Code of Ordinances; and

WHEREAS, the City now desires to enter into an Inmate Agreement in substantially the form attached hereto as Exhibit "A" for the purpose of housing persons in the facility operated by the Authority;

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute an Inmate Agreement with the South Fulton Municipal Regional Jail Authority for the provision of housing services by the Authority. The Inmate Agreement shall be in substantially the form attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED, that the Inmate Agreement will not become binding upon the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to the Authority.